

## Hardware Replacement SLA

Contegix strives to provide the best service available for our customers. One of the reasons we are able to provide excellent, reliable service is we use only brand name hardware to reduce the possibility of hardware failures. Because servers do contain moving parts, they can in fact have failures, therefore, we stock spare parts and servers to minimize any impact resulting from an unlikely hardware failure.

If your server suffers from a hardware failure, Contegix will provide the following guarantee for a timely replacement.

Contegix guarantees we will replace your failed leased hardware within thirty (30) minutes once Contegix identifies the cause of the problem. If replacement is not completed within thirty minutes, Contegix will credit Customer's account 50% of their leased equipment charges. If Contegix fails to replace the failed hardware within one hour, Contegix will credit Customer's account 100% of their leased equipment charges. SLA credits will not include unavailability which Customer fails to report to Contegix within five days, or any unavailability resulting from:

- (a) Scheduled Contegix Maintenance,
- (b) any Customer owned equipment,
- (c) acts or omissions of Customer
- (e) reasons of Force Majeure.

Hardware includes any physical item installed on a Contegix server, including hard drive(s), NIC Cards, processors, mother boards, and RAID cards. This SLA does not include any time spent restoring data or rebuilding RAID array(s).

This SLA in no way construes Contegix will guarantee performance against failures of application specific failures, such as web server software, operating system software, web site application features, database performance or related components. It will be at Contegix's sole discretion to determine fault and identify failure to perform under the obligations of this SLA.

**Last Modified January 1, 2004**

